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MARK M. DAVIS
LICENSED TO PRACTICE IN MICHIGAN AND WISCONSIN

DIRECT DIAL 616 / 336-6733

April 19, 1996

VIA FACSIMILE AND
REGULAR U.S. MAIL

Mr. Kurt N. Lindland
Assistant Regional Counsel
Office of Regional Counsel (CS 29A)
U.S. Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, IL 60604-3590



Re: Albion-Sheridan Township Landfill "Superfund" Site
(Calhoun County, MI)

Dear Mr. Lindland:

As you know, this firm represents the City of Albion with regard to the above-referenced Site. Pursuant to the U.S. Environmental Protection Agency's ("EPA's") Request for Information directed to the City of Albion, dated February 22, 1996, (and received by the City on February 25, 1996), enclosed please find a verified Affidavit of Kevin Markovich, Laboratory Supervisor for the City of Albion Wastewater Treatment Plant.

On behalf of the City of Albion, we consider that the City of Albion has fully responded to this U.S. EPA's CERCLA Section 104(e), 42 U.S.C. § 9604(e), Request for Information. Please advise the undersigned immediately upon receipt of this transmittal if you determine our response to be inadequate in any respect.

Very truly yours,

VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP

Handwritten signature of Mark M. Davis in black ink.
Mark M. Davis

MMD/tas

Enclosures

cc: Kevin Markovich
Chuck Robison

AFFIDAVIT

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

KEVIN MARKOVICH, being first duly sworn, deposes and says:

1. This Affidavit has been made in response to the request for information made by the U.S. Environmental Protection Agency ("EPA") under CERCLA Section 104(e), 42 U.S.C. § 9604(e) in connection with the Albion-Sheridan Township Landfill Site, located in Sheridan Township, Michigan. The request for information, which is dated February 22, 1996, was received by the City of Albion (the "City") on February 25, 1996. Statements made in this Affidavit are, to the best of my ability and knowledge, true and, if called as a witness, I can testify competently as to the truth of the statements made in this Affidavit.

2. I am the Laboratory Supervisor for the City of Albion Wastewater Treatment Plant. Due to the death of the Albion City Clerk in December 1995 (and the fact that the City does not yet have a full-time City Clerk) I was asked by the City to review City records and otherwise assist in the preparation of the City's response to these requests for information.

3. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines, and imprisonment for knowing violations.

The City of Albion limits its responses to the following questions that request information that is attorney-client privileged, and/or attorney-work product protected.

4. U.S. EPA Request No. 1:

"Identify all persons consulted in the preparation of the answers to these Information Requests."

5. City of Albion's Response to Request No. 1:

Wilmer Bahr, Matilda Jacobs, Linda Chapman, Jim Graham, Lew Steinbrecher, former City Attorney James Kingsley, former City Attorney John Brundage, current City Attorney Chuck Robison, and George Davis and Mark Davis of Varnum, Riddering, Schmidt & Howlett, LLP.

6. U.S. EPA Request No. 2:

"Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents."

7. City of Albion's Response to Request No. 2:

Library records, newspapers, microfilm, city council meeting minutes, city records, and city directories.

8. U.S. EPA Request No. 3:

If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Requests or who may be able to provide additional responsive documents, identify such persons.

9. City of Albion's Response to Request No. 3:

To the best of my knowledge, the City has previously identified all such persons.

10. U.S. EPA Request No. 4:

Identify and provide copies of all documents relating to the City of Albion's relationship, agreement or contact with Mr. Gordon Stevick, and/or the operation of, and/or the City of Albion's connection with the Site, including without limitation, each and every document generated by any City Council member or person from January 1, 1966 to January 1, 1996.

11. City of Albion's Response to Request No. 4:

In addition to documents previously provided to EPA, we enclose the documents listed below:

December 16, 1971 letter from Gordon D. Stevick, Owner of Landfill and, Operator of Landfill, to Mr. Metzler, Albion College, Albion, Michigan;

Letter from Howard Bradley and A. F. Glassford to the City Council, Albion, Michigan;

Comments from Mr. Gordon Stevick regarding contract provisions;

March 2, 1972 letter from George A. Sullivan to Neal A. Godby, City Manager, City of Albion, regarding the waste yard contract, City of Albion -- Gordon Stevick; and

August 24, 1976 letter from Gordon B. Stevick to Neal Godby, City Manager, regarding operating costs of landfill and offer by Mr. Gordon Stevick to sell the landfill to the City.

12. U.S. EPA Request No. 5:

Identify and provide each and every document generated or prepared during, in response to, or otherwise relating to each and every executive session of the City Council meetings between January 1, 1966 and January 1, 1996 which relate to the City of Albion's relationship, agreements, or contact(s) with Mr. Gordon Stevick.

13. City of Albion's Response to Request No. 5:

Pursuant to Michigan law, all records of executive sessions of the City Council are destroyed by the City after one year plus one day from the date of any executive session. There are no documents within the scope of this request prepared within the last year that are not subject to protection as being attorney-client privileged or attorney work product.

14. U.S. EPA Request No. 6:

Identify and provide each and every document generated or prepared during, in response to, or otherwise relating to each and every executive session of the City Council meetings between January 1, 1966 and January 1, 1996 which relate to the operation of the Site.

15. City of Albion's Response to Request No. 6:

See City of Albion's response to Request No. 4.

16. U.S. EPA Request No. 7:

Identify and provide each and every document generated or prepared during, in response to, or otherwise relating to, each and every executive session of the City Council meetings between January 1, 1966 and January 1, 1996 which relate to the City of Albion's connection with the Site.

17. City of Albion's Response to Request No. 7:

See City of Albion's Response to Request No. 4.

18. U.S. EPA Request No. 8:

Identify the procedure by which City Council members or persons transfer documents upon their departure from the City Council.

19. City of Albion's Response to Request No. 8:

Section 4.13 of the Albion City Charter ("Delivery of Office to Successor") provides as follows: "Whenever an officer or employee leaves an office or employment for any reason, he shall deliver forthwith to his successor in the office or to the mayor, all property of the city, such as books, working papers, moneys, and effects, which are in his custody, possession, or control."

20. U.S. EPA Request No. 9:

Identify the record retention policy of the City of Albion or the City Council for documents generated by City Council members or persons between 1966 and 1996.

21. City of Albion's Response to Request No. 9:

The City follows the guidance document entitled, "Records management for Michigan Municipalities, A Suggested Retention and Disposal Schedule," Information Bulletin #104, revised April 1984, published by the Michigan Municipal League.

22. U.S. EPA Request No. 10:

"Identify the names and last known addresses of each and every City Council member or person from January 1, 1966 to January 1, 1996."

23. City of Albion's Response to Request No. 10:


The names and last known addresses for City Council members are listed below in chronological order, beginning January 1, 1966. Unless otherwise indicated, the addresses are in the City of Albion.

Lyle Johnson	deceased
Norm Davey	address unknown
Leslie Engstrom	deceased
Alan Gauss	1949 Charlotte Landing Springport, MI 49284
Roger Klein	address unknown
James McIntosh	deceased
Joe Romanchuk	215 W. Pine St.
Victor Burnstein	1004 Locust Lane
Barry Ewbank	deceased
Robert Holland	deceased
Charles Jones	789 Bacon Rd. Painesville, OH 44077
Arthur Dailey	address unknown
Fran Costianes	810 Prospect St.
Robert Mcpherson	address unknown
Jack Hill	1291 Charlotte Landing Springport, MI 49284
Howard Knorr	address unknown
Robert Bradford	address unknown


Barb Zikmund	address unknown
John Simpson	708 ½ North Albion
Ronald Gant	307 Arthur St.
Maxwell Siefert	1212 E. Michigan Ave.
Richard Tate	deceased
Jose Benavidez	1008 Hall St.
Robert Thomas	103 S. Albion St.
James Cascarelli	1109 E. Michigan Ave.
Jack McClure	deceased
Karen Harris	1101 E. Erie St.
Barbara Benavidez	1008 Hall St.
James Young	1209 E. Michigan
William Stoffer	421 Elizabeth St.
Donald Hutchins	906 S. Superior St.
Maryanne Mueller	703 Val Hallen
Durene Brown	502 Linden Ave.
Gary Jackson	309 Lincoln St.
Thomas Konkle	508 Lombard St.
Nicholas Jacobs	908 Hall St.
Guna Kommareddi	211 E. North St.
Don Murray	1115 Rivers Bend Dr.
Clarence Paulsen	626 Irwin Ave.
Jack Hoaglin	deceased
Ken Waito	510 Irwin Ave.
John Giffells	922 N. Ionia
William Wheaton	519 Division St.

Lois McClure	900 Irwin Ave.
Jean Alexander	314 E. Michigan Ave.
Michael Williams	1101 Burr Oak
Kim Tunnicliff	708 E. Erle
Lola Turner	215 Austin Ave.
Arthur Davis	901 Huntington Blvd.

Further this Affiant sayeth not.


 Kevin Markovich

Subscribed and sworn to before me, a Notary Public, this 19th day of April, 1996.


 Notary Public - Diana L. Holmes
 County of Calhoun, State of Michigan
 My Commission Expires: 4/6/97

December 16, 1971

Albion College
Albion, Michigan

Attention of Mr. Metzler

TO WHOM IT MAY CONCERN

In the past three (3) years the disposal of rubbish at the Albion Landfill has increased over 300% and the cost of operation (in order to meet State requirements) has increased 20% to 50%. As you can readily see, this has resulted in a tremendous loss to the owner and operator of the Landfill.

We are now receiving only enough revenue to cover 75% of our operating cost and I feel anyone using a privately owned Landfill, the size of this, should at least be able to pay the cost of operation.

It is a well known fact that a privately owned business is usually operated much less than any Government operated business. The Albion City Management has no knowledge of the operating cost or amount of rubbish disposed of by any outside user, therefore, they have no right or authority to quote prices or accept any money from any paying landfill users, only through taxes from residences and industries in the City limit of Albion only.

My agreement was, and still is, that any paying user of Albion Landfill (being privately owned and operated) must make price agreements and payments to the Landfill Owner.

I understand in 1971 the College paid the City of Albion \$2500.00 for the use of my Landfill. This I never received, which indicates my services for the year 1971 were still a donation to the College.

For approximately 5 years now I have donated disposal service to the Albion College. Had you been charged the regular rates this would have amounted to approximately \$16,000.00. I feel I can no longer continue this arrangement because of the extreme loss of the operation, therefore, I must charge the College for dumping service.

We have kept a record of your rubbish now for four (4) months and on the basis of our posted rates your minimum charge would be at least \$350.00 per month. After January 1, 1972 anyone not under some contract agreement with the Owner of the Albion Landfill, and, paid up in advance will not be accepted unless they pay cash for each and every load before dumping, in accordance with posted charges.

In the case of the Albion College I am going to bill you for \$250.00 per month, or, \$1500.00 in advance for 6-months service; which does not cover any Demolition Materials. Your check must be made out direct to "Gordon D. Stevick, Owner and Operator of Landfill". I feel by charging \$250.00 per month, this would give you a very fair average price for the year around service.

GORDON D. STEVICK, Owner of Land
and, Operator of Landfill

GDS

City Council

Albion, Michigan

Gentlemen:

Supplementing Mr. Bradley's report regarding the profit and loss status of Mr. Stevick's sanitary land fill operation, the following is an attempt to project additional income, if the council approves his request to make charges to commercial users of the site.

His proposed charges to commercial users is as follows:

Pick-up Truck Load	\$1.00
Trucks to 5 yard Capacity	3.00
Trucks from 5 yard to 10 yard capacity	5.00
Trucks 10 to 20 yard capacity	7.00

Trucks over 20 yards would be subject to negotiation.

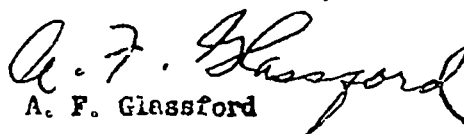
There would be no charge to residential users who live in areas which contribute to the support of the site. Mr. Stevick said that regular commercial users would be afforded an opportunity to contract on a monthly basis for service.

Using the above charges and using as a guide the survey figures reported last July, it was estimated that the following additional income would be realized:

250 Pickup loads per month	\$250.00
200 1 to 5 yard trucks per month	\$600.00
? Larger Loads	<u>?</u>
Total income per month	\$850.00

Respectfully submitted,


Howard Bradley


A. F. Glassford

- Albion
2 copies
sign.
- No. 1 No financial deductions to be made by the City from the contract agreement made by the City, during the three year contract period for payment of Landfill Service.
- No. 2 No New industries to be added during this contract without mutual agreement between all parties concerned. This contract will continue to cover all normal industries' refuse now operating during the time of this contract, within the City limits of Albion.
- No. 3 No cancellation of contract, during 3-year period, unless agreed by all parties concerned.
- No. 4 Neither residents or industries using Sheridan-Albion Landfill, being supported either by Township or City Taxes, must BOX, BAG or BUNDLE all loose paper and cardboard, not to exceed 24-inches in height, in order to come under the "WASTE DUMPING" service supported by Tax money. By refusing to do so, they then automatically become paying customers and will be charged regular posted rates.

The parties now involved will be:

The City of Albion

Gordon Stevick, owner and operator of Landfill

The Sheridan Township Zoning Board of Township
in which Landfill is located.

The Sheridan Township officials seems to feel they should have some voice on Items 2 - 3 and 4.

Several employees of the Calhoun County Health Department and State Department have highly complimented us on Item 4. They seem to feel that this would be a great thing on any and all Landfills, since paper is one of the hardest controlled items in any dumping area.

or
by agreeing that the College pay the City instead/to me, the above 4 items must be in the new 3-year contract. Without the College money I will not have enough income to pay any unforeseen additional expenses.

676-2002

March 2, 1972

Mr. Neal A. Godby
City Manager
City of Albion
Albion, Michigan

Re: Waste yard contract, City of Albion--Gordon Stevick

Dear Mr. Godby:

I have been retained by Mr. Gordon Stevick concerning modifications to the existing contract between the City and my client.

I am operating somewhat in the dark since I do not have a copy of the contract to which you refer in your memo to Mr. John Brudage of February 28, 1972. However, my client has asked me to make certain comments relative to your memo concerning modifications to be placed in the contract.

1. Paragraph 5 - my client would like the words "safe and sanitary" to be placed before the word "manner" instead of the words you have suggested viz., "neat and attractive". As my client previously explained to you he cannot operate a dump profitably any differently than any other dump can be competitively run. It would be impossible to maintain any waste disposal area in a "neat and attractive" condition. Once an area has been completely filled and is unable to be used for such purpose it is possible then to place it in such condition if recreational use or some other purpose is intended. However, he feels that he should only be required to maintain it in a "safe and sanitary" condition during his operation thereof.

2. Concerning Paragraph 8 - it appears that you are referring here to some sort of liability protection to be furnished by Mr. Stevick. Mr. Stevick has furnished me with a liability insurance policy currently in effect with Travelers Indemnity Company, No. KDS-5913791 with coverages for owners, landlords and tenants bodily injury liability in the sum of \$100,00.00 for each person and \$300,000.00 for each occurrence with

property damage liability in the sum of \$25,000.00. The manufacturers and contractors bodily injury liability coverage is \$100,00.00 for each person and \$300,000.00 for each occurrence with \$25,000.00 for property damage liability. My client would be willing to furnish the City with a certificate of such coverage if you desire.

3. Concerning Paragraph 10, I do not know what the current paragraph states since I do not have a copy of the contract, however, my client absolutely does not want to have the right to terminate the agreement for any purpose within 90 days notice nor does he want the City to have such right. Such provision would, in effect, make the contract a 90-day contract instead of three years as stated in Paragraph 6. The City should have sufficient protection by the clause which you desire concerning leasing the balance of the unused property in the event of Mr. Stevick's inability to perform for health or financial reasons.

4. Concerning Paragraph 3 of the section of your memo entitled "New Provisions of Contract", my client does not feel that he can provide for all of the citizens and businesses located in the City of Albion free disposal services. The paragraph which you have suggested would be satisfactory as long as the Hayes-Albion business was excluded. My client informs me that presently such organization has it's own private arrangements for waste disposal. However, under the provision as you suggest it could conceivably use the facility and would, in effect, put my client out of business because of the volume involved. Further, concerning the sizes of the boxes, bags, bundles, etc., my client would like to make a limitation thereon so that they would not exceed 24" in height. My client has also informed me that no demolition materials such as concrete, used lumber, trees or stumps could be deposited under this provision without some additional charge being made no matter who brings such materials to the dump. *found said*

You have already been informed of four (4) other items which my client would not like in the contract which you have listed on the bottom of page 2 of your memo of February 28, 1972 and we will make no comment relative thereto since it is still Mr. Stevick's position that they should not be included. If you have any questions concerning this please contact me.

Copy to: John Brudage
Attorney-at-Law
133 E. Cass Street
Albion, Michigan

Sincerely,

George A. Sullivan

Mr. Neil Godby
City Manager
Albion, Michigan

SPUE

Dear Mr. Godby:

From information I get from either the DNR or Health Department it looks as though the disposing of refuse in the now existing landfills (and it perhaps is far the cheapest) will be continued for several years before any consolidated system can be worked out.

Due to the high cost of maintaining and replacing equipment today it's going to be impossible to operate a landfill successfully on a short time contract. This we have tried for several years and it just does not work.

In 1974 the cost of replacing and maintaining equipment was over \$30,000 and this did not include either fuel, insurance, labor, taxes, bonds, etc. "It was only the cost of maintenance and replacing equipment." And, in 1975 it far exceeded this figure, and they must be spread over a longer period of time in order to keep the cost within the City Landfill yearly budget.

The State is so critical about landfill operations and the Sheridan-Albion Landfill have almost an unlimited amount of use for landfill purposes. Land available at present can serve the City and community up to at least 40 years. I do not believe there is another city in the State that has as much property available for a landfill for future use as the City of Albion and surrounding community.

Considering the almost impossible conditions we have in finding new landfill locations to meet State requirements and approval, I believe the present landfill should be kept open regardless of who operates it, OR, until such time as there is a better and cheaper way of disposing of refuse.

If the City Commission and yourself feel you can approve a 4-year extension on my existing contract this would give me an opportunity to keep my cost at a minimum and give me an extended time to improve and operate a better landfill. Also, if I desired to dispose of the landfill to younger or different operators, I could more easily dispose of it over a period of time on a contract. It would take approximately 5 to 6 years for anybody to pay off a contract of this amount. Under no circumstances would I sell this land on contract to anyone unless I felt they were responsible to handle such an operation, as I would only be the loser.

If the Council feels that the present contract cost is out of line for operating this landfill, then I suggest the City purchase this land and equipment, operating it with their own men and supervision, which could be purchased by the City also on contract, if they so desired. Land and Equipment, however, will only be sold as a unit.

Mr. Godby, you suggested that I let you know the age of the machinery that I intended to sell with the landfill. All of the machinery I purchased as Used.

It would be almost impossible to tell the exact year it was built, but it is several years old. When you purchase Used machinery it is not valued by age, but by the condition it is in at time of purchase. It has been my experience that a good, used piece of older equipment is a much better machine than many of the newer ones - they are much heavier and much better built. Because of the availability of landfill money it would be impossible to purchase new equipment at today's prices.

At present, land now being used for landfill purposes, consists of enough land, if properly used, would keep the City of Albion going for at least twenty (20) to twenty-five (25) years.

The land and machinery, if you are interested, I would consider selling on contract for \$150,000.00, and the machinery consists of the following:

- 1 - 1½ yd. NORTHWEST Crane - Good condition
- 1 - 3 yd. CATERPILLAR Model 966 front end loader - Good condition
- 1 - 15 A CATERPILLAR Dozer - Completely rebuilt in 1975 - 1976
- 1 - 2 U CATERPILLAR Dozer - Good usable condition, used for standby equipment

Yours very truly,


GORDON D. STEVICK

GDS

P. S. Since my Bond and State License will be coming up in the near future and I have to report to the State my future intentions of the final covering of this landfill, it is vitally important that I have a reply to this letter as to the continued time of it's future use.